

TUPELO CITY COUNCIL MEETING AGENDA
JULY 3, 2018
6:00 P.M.

<u>INVOCATION:</u>	COUNCILMAN MIKE BRYAN
<u>PLEDGE OF ALLEGIANCE:</u>	COUNCILMAN BUDDY PALMER
<u>CALL TO ORDER:</u>	PRESIDENT MARKEL WHITTINGTON

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA**

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|----|-----|--|
| JS | 4.1 | RECOGNITION OF BOY/GIRL SCOUTS |
| JS | 4.2 | RECOGNITION OF CITY EMPLOYEES |
| JS | 4.3 | PROCLAMATION IN RECOGNITION OF THE DESIGNATION
OF JULY AS "PARK AND RECREATION MONTH" |
| | 4.4 | PUBLIC RECOGNITIONS |
| JS | 4.5 | MAYOR'S REPORT |

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

5. **PUBLIC AGENDA**

- | | |
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| 5.1 | PUBLIC HEARINGS |
| 5.1A | PUBLIC HEARING REGARDING LOT MOWING LIST |
| 5.2 | CITIZEN HEARINGS |
| | NO ITEMS |

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

6. **ACTION AGENDA**

- | | |
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| 6.1 | CONSIDERATION OF THE ELECTION OF CITY COUNCIL
OFFICERS: |
| (A) | ELECTION OF THE PRESIDENT OF THE CITY COUNCIL |
| (B) | ELECTION OF THE VICE-PRESIDENT OF THE CITY
COUNCIL |

TUPELO CITY COUNCIL MEETING AGENDA
JULY 3, 2018
6:00 P.M.

7. ROUTINE AGENDA

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| | 7.1 | REVIEW, APPROVE, REJECT MINUTES OF THE JUNE 19, 2018
REGULAR CITY COUNCIL MEETING |
| KH | 7.2 | REVIEW, APPROVE, REJECT ADVERTISING AND PROMOTIONAL
EXPENSE LIST |
| KH | 7.3 | REVIEW, PAY BILLS |
| KH | 7.4 | REVIEW, APPROVE, REJECT THE APPROVAL OF A JUSTICE
ASSISTANCE GRANT IN THE AMOUNT OF \$15,320.00 TO BE
SHARED BY THE TUPELO POLICE DEPARTMENT AND THE
LEE COUNTY SHERIFF'S OFFICE |
| KH | 7.5 | REVIEW, APPROVE, REJECT A HOMELAND SECURITY GRANT
CONTRACT FOR THE EXPLOSIVE ORDNANCE DISPOSAL (EOD)
UNIT |
| KH | 7.6 | REVIEW, APPROVE, REJECT ARC CONTRACT BETWEEN COOK
COGIN ENGINEERS AND THE CITY OF TUPELO |
| KH | 7.7 | REVIEW, APPROVE, REJECT FY2018 BUDGET REVISION NO. 7 |
| KH | 7.8 | REVIEW, APPROVE, REJECT THE STANDING RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF TUPELO GRANTING
EXEMPTION FROM AD VALOREM TAXES TO UNITED
FURNITURE INDUSTRIES, INC. AS A POINT OF REFERENCE THE
APPLICATION FOR AD VALOREM TAX EXEMPTION HAS BEEN
REVISED AND UPDATED. |
| SH | 7.9 | REVIEW, APPROVE, REJECT FINAL MOWING LIST |
| TH | 7.10 | REVIEW, ACCEPT, REJECT MINUTES OF THE MAY 24, 2018
TUPELO COLISEUM COMMISSION MEETING |
| JC | 7.11 | REVIEW, AWARD, REJECT BIDS FOR THE COLEY ROAD/
MCCULLOUGH BOULEVARD & COLEY ROAD/WEST JACKSON
STREET INTERSECTION IMPROVEMENTS PROJECT |

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JT 7.12 REVIEW, AWARD, *REJECT* WATER AND LIGHT BID NO. 1501WL
FOR ELEVATED WATER STORAGE TANK REPAIR AND REPAINT
PROJECT (BID OPENED APRIL 30, 2018)

JT 7.13 REVIEW, AWARD, REJECT BID NUMBER 1501WL FOR
ELEVATED WATER STORAGE TANK REPAIR AND REPAINT
(RE-BID JUNE 14, 2018)

8. STUDY AGENDA

NO ITEMS

9. EXECUTIVE SESSION

NO ITEMS

10. ADJOURNMENT

(Print on official certificate or letterhead.)

Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including ____ (insert name of city or county) ____; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS ____ (city/county) ____ recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY ____ (name of governing body) ____ that July is recognized as Park and Recreation Month in the (city/county of ____).

(Add sections for official seal, signature(s) and date.)

HRES 288 IH

**111th CONGRESS
1st Session**

H. RES. 288

Recognizing the importance of park and recreation facilities and expressing support for the designation of the month of July as 'National Park and Recreation Month.'

IN THE HOUSE OF REPRESENTATIVES

March 26, 2009

Mr. BARROW (for himself and Mr. THOMPSON of Pennsylvania) submitted the following resolution, which was referred to the Committee on Natural Resources.

RESOLUTION

Recognizing the importance of park and recreation facilities and expressing support for the designation of the month of July as 'National Park and Recreation Month'.

Whereas public parks and recreation systems are dedicated to enhancing the quality of life for residents in communities around the country through recreation programming, leisure activities, and conservation efforts;

Whereas parks, recreation activities, and leisure experiences provide opportunities for young people to live, grow, and develop into contributing members of society; create lifelines and continuous life experience for older members of the community; generate opportunities for people to come together and experience a sense of community; and pay dividends to communities by attracting businesses, jobs, and increasing housing value;

Whereas parks and recreation services play a vital role in creating active and healthy communities, and the majority of older adults who visit parks report moderate or high levels of physical activity during their visit and 50 percent of older adults who participated in light to moderate aerobic park activity report being in a better mood after visiting parks;

Whereas parks and recreation facilities foster a variety of activities that contribute to a healthier United States, such as introducing injured military veterans and those with physical disabilities to physical activity, mobilizing urban communities to use chronic disease prevention practices, working with local school systems to develop science-based curricula to educate children on nutrition and activity, connecting children with nature, and combating obesity in youth;

Whereas the creation of places for physical activity, combined with information outreach, produced a 48.4 percent increase in the frequency of physical activity;

Whereas more than 75 percent of United States citizens use park and recreation facilities to maintain fitness and to remain socially interactive, which are critical to maintaining community cohesion and pride;

Whereas community recreation programs at park and recreation facilities provide children with a safe refuge and a place to play, which helps to reduce at-risk behavior such as drug use and gang involvement;

Whereas 69 percent of the United States population believes in local park and recreation services, which supports the idea that such parks and services should be funded by taxes and user fees;

Whereas public parks and recreation facilities create enormous economic value through increased partnership, which improves the job base and the economic viability of the local economy, including business relocation and expansion in the community and increased tourism; and

Whereas parks and recreation facilities reduce fuel costs and commute times by providing a place close to home to relax, exercise, and reduce stress: Now, therefore, be it

Resolved, That the House of Representatives—

- (1) recognizes the great societal value of parks and recreation facilities and their importance in local communities across the United States;
- (2) recognizes and honors the vital contributions of employees and volunteers in park and recreation facilities; and
- (3) supports the designation of a 'National Park and Recreation Month'.

5.1A

Preliminary Lot Mowing Report for July 3, 2018

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	26302	089J3120400	1122 BLAIR ST	WILBURN CHUCK L	3402 W MAIN	TUPELO, MS 38801	AN
2.	26314	077L3609600	1708 FORREST ST	DUNEHEW JERRY	1321 RUFFWOOD	TUPELO, MS 38801	AN
3.	26323	101M1206800	2011 PRESIDENT AVE	KITCHEN TERRY E & SHEILA K	2011 PRESIDENT	TUPELO, MS 38801	DJ
4.	26326	089J3121200	905 ALLEN ST	SCOTT SANDRA J	386 ROAD 1600	BELDEN, MS 38826	AN
5.	26341	078D2708000	1456 REMINGTON DR	PREMIER REALTY LLC	POST OFFICE BOX 7333	TUPELO, MS 38802	CW
6.	26359	106C1304101	2866 SOUTHERN HEIGHTS RD	ODLE LINDA & PAUL	2866 SOUTHERN HEIGHTS RD	TUPELO, MS 38801	DJ
7.	26364	077Q3628400	209 GOVERNMENT ST	MATTOX GAIL Y	48 HARVESTERS SQUARE	TUPELO, MS 38801	AN
8.	26367	101C0103600	1207 QUEENSGATE DR	LEE JACQUELINE & BOBBY J STRONG	5258 PURNELL RD	BELDEN, MS 38826	AN
9.	26370	077J3505500	2049 WINFIELD DR	MURPHREE AMELIA SMITH	129 EUNICE ST	GUNTOWN, MS 38849	AN
10	26385	101Q1200406	1948 CLIFF GOOKIN BLVD	RHETT FAMILY TRUST	LAURA LEIGH LEWIS & WYTHE M RH	COLUMBUS, MS 39705	DJ
11	26389	089P3120000	494 S GREEN ST	PLUMBING SERVICES INC	539 SOUTH GREEN STREET	TUPELO, MS 38804	AN
12	26390	089P3119600	440 S GREEN ST	COUNTRYWIDE HOME LOANS, INC.	P O BOX 660694	DALLAS, TX 75266-0694	AN

Preliminary Lot Mowing Report for July 3, 2018

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	26391	077D2514500	1310 JOYNER AVE	CALDWELL KEVIN	1008 FAWN DRIVE	TUPELO, MS 38804	AN
14	26407	101G0107800	1800 LAWNDAL DR	LANCASTER GARY M	456 MARSHALL ROAD	SOUTHLAKE, TX 76092	AN
15	26409	077P3501100	2401 DANNY ST	DARDEN ROBERT W JR	145 TIMBERLANE DR	TUPELO, MS 38801	AN
16	26410	101A0213500	2500 HAMPTON AVE	ALLRED MICHAEL D	2500 HAMPTON	TUPELO, MS 38801	AN
17	26415	084N1907400	1601 N MADISON ST	SHANNON CRAIG	P O BOX 2032	VERONA, MS 38879	AN
18	26416	089F3032900	204 REA ST	SOUL WINNING CONCERTS	P O BOX 79777	FORTWORTH, TX 76179	AN
19	26436	113E0605900	910 CHICKASAW TRL	CHICKASAW TUPELO PROPERTY LLC	134 ROBINS ST	TUPELO, MS 38804	AN
20	26439	113J0701200	1005 CHICKASAW TRL	MAXCY TROY STEPHEN GRANTOR TRUST	1185 QUAIL CREEK COVE	TUPELO, MS 38801	AN
21	26444	089F3018200	N GREEN ST	IVY KATHY	217 ASHLEY ST	TUPELO, MS 38801	AN
22	26445	089E3016900	850 N GLOSTER ST SUITE 1	PAULS NORTHSIDE RESTAURANT INC	P O BOX 1400	TUPELO, MS 38802	AN
23	26460	088K3304100	107 SHADY ACRES RD	OWEN TONY	93 SHADY ACRES RD	TUPELO, MS 38804	AN
24	26468	112A0413900	705 HILL-N-DALE DR	CHICKASAW TUPELO PROPERTY LLC	134 ROBINS ST	TUPELO, MS 38804	AN

Preliminary Lot Mowing Report for July 3, 2018

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	26476	088F2812300	1837 RACHEL ST	SUDDUTH ADAM W & AMY	1837 RACHEL ST	TUPELO, MS 38804	AN
26	26477	072N0901500	3570 BELDEN PIKE	LEWALLAN FARRELL SPENCER	3570 BELDEN PIKE RD	BELDEN, MS 38826	AN
27	26485	106U2301500	118 OLIVER CIRCLE	OLIVER LARRY JOE	118 OLIVER CIRCLE	TUPELO, MS 38801	AN

7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 19, 2018

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, June 19, 2018 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, Willie Jennings, City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Councilman Travis Beard gave the invocation, followed by the Pledge of Allegiance led by Councilman Lynn Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Markel Whittington called the meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Beard moved, seconded by Councilman M. Bryan, to confirm the agenda with the following amendment:

ADD: 7.15 REVIEW, APPROVE, REJECT A REQUEST TO GRANT TODD HUNT THE RESPONSIBILITY OF THE TUPELO COLISEUM PETTY CASH ACCOUNT FOR THE REMAINING OF THE FISCAL YEAR

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

The following employees were present for recognition of reaching milestones in their tenure of service:

Larry David Cole	Water and Light Department	30 years of service
Battalion Chief Willie E. Wardlaw	Fire Department	25 years of service
Firefighter Joshua L. Parks	Fire Department	5 years of service

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 19, 2018

Captain Jason P. Thomas

Fire Department

25 years of service

Mayor Shelton presented these employees with certificates of appreciation for their dedicated service to the citizens of Tupelo.

IN THE MATTER OF A PROCLAMATION IN RECOGNITION OF MR. GUY HARRIS

Mayor Shelton presented a proclamation hereby honoring Guy Thomas Harris, on this day, June 19, 2018 for his dedicated service as the official historian and ambassador for both the Elvis Presley Birthplace and the City of Tupelo. Mr. Harris along with his family graciously accepted the Proclamation. He continues to tell faithful stories of his childhood friend, Elvis.

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council members made the following recognitions:

Councilman Jennings announced that the “Real Men Stand Up” mentor program hosted the second annual Father/Son Fun Day last Thursday at Theron Nichols Park; this event was a huge success. Approximately one hundred-fifty participants enjoyed competitive games for father/son teams, music, food, and fun. He thanked all of the volunteers and guest speakers for making this event a reality.

Councilwoman Davis expressed her appreciation to Mr. Tony Ford and commended his efforts to launch the Robins Field/Elizabeth Ford Initiative. Elizabeth Ford is Tony’s mother and was the first female administrator/vice-president of North Mississippi Medical Center, a post she held thirty-five years. Residents gathered at Robins Field this week to gain support for the project, which includes track improvements, landscaping, and the construction of a memorial wall. Tupelo will benefit from their work to restore a place that is meaningful to its past and one that continues to serve as a recreation hub.

Councilwoman Davis invited the community to attend the annual Juneteenth Festival, which commemorates June 19, 1865 the day the news of the Emancipation Proclamation reached African-Americans in Galveston, Texas. The event takes place on June 23, 2018 at Gumtree Park. A Parade will “kickoff” the affair at 11:00 a.m., followed by the festival beginning at 1:00 p.m.

Councilman Palmer welcomed Senator Chad McMahan and thanked the Senator for his attendance to the council meeting. Senator McMahan is a Class of 1990, Tupelo High School Graduate. Since January 2016, he has served as a member of the Mississippi State Senate, representing District 6, which includes most of Lee County and parts of Itawamba County.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 19, 2018

IN THE MATTER OF THE MAYOR'S REPORT

Mayor Shelton echoed Councilman Palmer in welcoming Senator McMahan to the meeting and inviting the community to take part in the upcoming Juneteenth Festival on Saturday at Gumtree Park.

Mayor Shelton congratulated Ms. Debbie Brangenberg and the Downtown Main Street and Elvis Presley Birthplace staff for the success of the 20th Anniversary Elvis Festival.

The Mayor shared the positive news that the June receipts are for April sales, which were up \$50,548 or 3 percent over last April. This gives the City of Tupelo revenues over projections of \$175,957 or 1.13 percent for the year. The Tupelo Convention and Visitors Bureau figures are up 1.82 percent or \$57,720 for the year. He stated that this is a clear reflection of Tupelo's vibrant and growing economy.

For the purpose of the minutes, Mayor Shelton announced that the Mississippi State University Bulldogs baseball team defeated the University of North Carolina with a score of 12-2 at the College World Series in Omaha, Nebraska this afternoon. Hail State!

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARING

IN THE MATTER OF A PUBLIC HEARING REGARDING THE LOT MOWING PROPERTIES

Parcel Number	Location	
077R3602900	1143 BRYSON DRIVE	No one appeared to discuss this item.
077L3615400	2008 FORREST STREET	No one appeared to discuss this item.
102V1000147	MARIGOLD COVE	No one appeared to discuss this item.
101A0226300	955 CLOVER COVE	No one appeared to discuss this item.
101A0225900	976 CLOVER COVE	No one appeared to discuss this item.
076T1310000	1917 NORTH PARC CIRCLE	No one appeared to discuss this item.
088J3301400	105 ELVIS PRESLEY DRIVE	No one appeared to discuss this item.
088J3307601	108 ELVIS PRESLEY DRIVE	No one appeared to discuss this item.
101H0115900	1009 MCKINLEY STREET	No one appeared to discuss this item.
101E0215800	2968 ORCHARD STREET	No one appeared to discuss this item.
077F2617300	708 JAMES DRIVE	No one appeared to discuss this item.
077F2617900	709 LAR ELI DO DRIVE	No one appeared to discuss this item.

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074T1705400	3079 WALSH ROAD	No one appeared to discuss this item.
07551600900	4808 HODGES DRIVE	No one appeared to discuss this item.
083U0708001	BARNES CROSSING ROAD	No one appeared to discuss this item.
101D0117800	903 HARRISON STREET	No one appeared to discuss this item.

CITIZEN HEARING

No items appeared to be discussed.

(CLOSE THE PUBLIC AGENDA AND OPEN THE REGULAR SESSION)

ACTION AGENDA

**IN THE MATTER OF REVIEW, ADOPT, REJECT AND ORDINANCE AMENDING
THE DEVELOPMENT CODE (MOVED UP JUNE 5, 2018)**

Councilman Beard moved, seconded by Councilman Palmer, to adopt an Ordinance Amending the Development Code of the City of Tupelo, Mississippi; the vote was unanimous in favor.

The Code text amendments deal with five points: (1) Update and simplify the table uses for the Downtown district; (2) Establish a design overlay district for the Historic Downtown neighborhood; (3) Change restrictions on paving of front yards to meet minimum parking standards; Provide a maintenance standard for residential driveways; (4) Eliminate an obsolete reference; (5) Correct an incorrect appeal procedure for variances.

An executed copy of the Ordinance is attached to these minutes and incorporated herein as **APPENDIX B.**

**IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING 2017
(10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO HAWKEYE
INDUSTRIES**

Councilman M. Bryan moved, seconded by Councilman Jennings, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX C.**

**IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING 2017
(10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO UNITED
FURNITURE INDUSTRIES**

MUNICIPAL MINUTES, CITY OF TUPELO
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Councilman L. Bryan moved, seconded by Councilman M. Bryan, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX D.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING
2017 (10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO LEGGETT &
PLATT COMPONENTS COMPANY, INC. #0011

Councilwoman Davis moved, seconded by Councilman L. Bryan, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX E.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING 2017
(10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO LEGGETT &
PLATT COMPONENTS COMPANY, INC. #0341

Councilman Beard moved, seconded by Councilman L. Bryan, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX F.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING 2017
(10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO LEGGETT &
PLATT COMPONENTS COMPANY, INC. #0908

Councilman Jennings moved, seconded by Councilman M. Bryan, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX G.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTION GRANTING 2017
(10-YEARS REQUESTED) AD VALOREM TAX EXEMPTION TO LEGGETT &
PLATT COMPONENTS COMPANY, INC. #4201

Councilwoman Davis moved, seconded by Councilman Palmer, to adopt this Resolution as submitted, the vote was unanimous in favor. An executed copy of the Resolution is attached to these minutes and incorporated herein as **APPENDIX H.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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**IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTIONS ADJUDICATING
COST AND ASSESSING LIENS AGAINST REAL PROPERTY (LOT MOWING)**

Councilman L. Bryan moved, seconded by Councilman Palmer, to adopt this Resolution of Assessment of Liens against the following listed properties. Hearings had been held previously before the City Council in which the properties were adjudicated to be a menace to public health and safety. The City of Tupelo has cleaned and mowed the properties and has adjudicated costs and penalties according to law.

Properties against which these Resolutions of Assessment Liens are enrolled include Shelia Williams Sanders; William Spencer Estate; Moran Foods, Inc. Executed copies of these resolutions are attached to these minutes and incorporated herein as **APPENDIX I.**

**IN THE MATTER OF REVIEW, APPROVE, REJECT THE EXTENSION OF THE
COMMERCIAL TAX ABATEMENT DISTRICT (MOVED UP JUNE 5, 2018)**

Finding this expansion to be commercially reasonable in manner and the tax abatement to help incentivize private investment, Councilman M. Bryan, moved seconded by Councilman Beard, to approve the commercial tax abatement district. The vote was unanimous in favor. A copy of the memorandum of request and map are attached to these minutes as **APPENDIX J.**

ROUTINE AGENDA

**IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE JUNE 5, 2018
REGULAR COUNCIL MEETING**

Councilman Palmer moved, seconded by Councilman Beard, to approve the minutes as submitted. The vote was unanimous in favor.

**IN THE MATTER OF REVIEW, APPROVE, REJECT LIST OF ADVERTISING AND
PROMOTIONAL EXPENSES**

Chief Financial Officer, Kim Hanna, had submitted a request to the City Council to approve a list of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities, and resources to the City of Tupelo. Councilman Jennings moved, seconded by Councilwoman Davis, to approve the advertising and promotional list as submitted. The vote was unanimous in favor. A copy of the list is attached to these minutes as **APPENDIX K.**

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IN THE MATTER OF REVIEW, PAY BILLS

Bills were reviewed at 4:30 p.m. by council members: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Willie Jennings; Missy Shelton, Deputy Clerk; Johnny Timmons, Tupelo Water and Light Department.

Councilman Jennings moved, seconded by Councilman Beard, to approve the payment of the checks bills, and claims. The vote was unanimous in favor.

CHECK NUMBERS 346618-347275
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

IN THE MATTER OF REVIEW, APPROVE, REJECT FY2018 BUDGET REVISION NO. 6

Councilman Beard moved, seconded by Councilman Jennings, to approve FY 2018 Budget Revision No. 6. Upon a brief discussion, the vote to approve the Budget Revision as submitted was unanimous in favor. Let the record reflect, Councilman Mike Bryan is not in favor of the \$12,500 increase in the budget for matching funds for the Link Centre. An executed copy of this Budget Revision is attached to these minutes and incorporated herein as

APPENDIX L,

IN THE MATTER OF REVIEW, APPROVE, REJECT CONTRACT RENEWAL FOR THE HOMELAND SECURITY COORDINATOR , WILLIAM GRANTHAM, JR.

Terri Blissard, Grant Administrator, submitted a contract with Mississippi Homeland Security for statewide training coordinator services. The contract is for Grantham's salary and expenses for a three-month period beginning July 1, 2018 and ending September 30, 2018. The funding for the contract comes from Homeland Security Grant 17HS366T. There is no cost to the City of Tupelo.

Councilman L. Bryan moved, seconded by Councilman Palmer, to approve the contract as submitted. The vote was unanimous in favor. An executed copy of this contract is attached to these minutes and incorporated herein as **APPENDIX M.**

MUNICIPAL MINUTES, CITY OF TUPELO
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IN THE MATTER OF REVIEW, APPROVE, REJECT THE FINAL LOT MOWING LIST

Councilman Palmer moved, seconded by Councilwoman Davis, to approve the final lot-mowing list submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety, and the welfare of the community, thereby authorizing the department to proceed with the moving of these properties. The vote was unanimous in favor. A copy of the list is attached to these minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST FOR DONATION OF SICK TIME TO FIRE DEPARTMENT EMPLOYEE SGT. AL GRAVES

Tupelo Fire Chief Thomas Walker submitted a letter of request to allow the Fire Department to donate leave time to Sgt. Al Graves. In accordance with the Guidelines outlined in Section 601 of the City of Tupelo Employee Handbook, Councilman Beard moved, seconded by Councilman Jennings, to approve this recommendation. A copy of the letter is attached as **APPENDIX O.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO SURPLUS THE FOLLOWING ITEMS FROM THE TUPELO FIRE DEPARTMENT'S FIXED ASSET LIST:

PROPERTY TAG NO. 12083 AMANA WASHING MACHINE

PROPERTY TAG NO. 12084 AMANA CLOTHES DRYHER

Finding these items are not used, and are not still working, they have no value or useful life remaining to the department, Councilwoman Davis moved, seconded by Councilman Palmer, to declare the above referenced items surplus, to be destroyed. The vote was unanimous in favor. A copy of the memorandum of request is attached as **APPENDIX P.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO SURPLUS THE FOLLOWING ITEMS FROM THE WATER AND LIGHT DEPARTMENT'S FIXED ASSET LIST:

MS 201T CHAINSAW 14" B/C
SERIAL NO. 179393822
ID # 155

MS 201T CHAINSAW 14" B/C
SERIAL NO. 180887309

ID #177

MUNICIPAL MINUTES, CITY OF TUPELO
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JUNE 19, 2018

Finding these items are not used, and if they are still working, they have no value or useful life remaining to the department, Councilman Palmer moved, seconded by Councilman Jennings, to declare the above referenced items surplus, to be used as scrap parts. The vote was unanimous in favor. A copy of the memorandum of request is attached as **APPENDIX Q.**

IN THE MATTER OF REVIEW, APPROVE, REJECT THE REQUEST TO UTILIZE MISSISSIPPI CODE ANNO. SECTION 31-7-13(k) TO AUTHORIZE THE PURCHASE OF A GROUNDING BANK IN AN AMOUNT NOT TO EXCEED \$500,000

Councilman Jennings moved, seconded by Councilman L. Bryan to utilize Mississippi Code Anno. Section 31-7-13(k) *Governing authority emergency purchase procedure by finding that:*(1) A recent testing and maintenance study has identified the need for the replacement of grounding bank at the Tupelo primary substation, and the same opinion is held by the Tennessee Valley Authority; (2) An emergency exists in regard to the purchase of a grounding bank for the Tupelo primary substation; The normal delay in placing an order and having a grounding bank manufactured, delivered and installed is 8-9 months; Competitive bidding would be detrimental to the interest of the City of Tupelo due to these factors.

...and authorizing Johnny Timmons, Director of the Tupelo Water and Light Department, to make the purchase of a grounding bank on an emergency basis in an amount not to exceed \$500,000; and directing Johnny Timmons to certify in writing thereon from whom such purchase was made and submit the emergency purchase contract for placement on the minutes of the following meeting of the Tupelo City Council. The vote was unanimous in favor. A copy of this letter of request is attached to these minutes as **APPENDIX R.**

IN THE MATTER OF REVIEW, APPROVE, REJECT THE MINUTES OF THE JUNE 4, 2018 PLANNING COMMITTEE MEETING

Councilwoman Davis moved, seconded by Councilman Palmer to accept the June 4, 2018 as submitted. Councilman L. Bryan moved, seconded by Councilman Palmer to amend the motion to table item APP 18-02 and accept the remainder of the minutes. The vote to approve the amended motion, table item APP 18-02, and accept the minutes was unanimous in favor. A copy of these minutes is attached as **APPENDIX S.**

IN THE MATTER OF REVIEW, AWARD, REJECT PUBLIC WORK'S BID 1517PW FOR MATERIALS

Councilman L. Bryan moved, seconded by Councilman Palmer, to award a portion of this bid to the following vendors: Booneville Trucking, Century Construction, Nunley Trucking referencing the attached tabulation sheet for the lowest and best bidder per line item. The vote was unanimous in favor. A copy of the bid tabulation sheet is attached as **APPENDIX T.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 19, 2018

IN THE MATTER OF REVIEW, RATIFY, REJECT THE CONTRACT FOR THE CHATEAU ROYALE DRAINAGE IMPROVEMENT PROJECT (APPROVED JUNE 5, 2018)

Councilman Beard moved, seconded by Councilman Jennings, to ratify the contract. The vote was unanimous in favor. A copy of the contract is attached to these minutes as **APPENDIX U.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE MINUTES OF THE MAY 14, 2018 MAJOR THOROUGHFARE COMMITTEE MEETING

Councilman Beard moved, seconded by Councilman Jennings, to accept the minutes as submitted. The vote was unanimous in favor. A copy of the minutes is attached as **APPENDIX V.**

IN THE MATTER OF REVIEW, APPROVE, REJECT A REQUEST TO GRANT TODD HUNT THE RESPONSIBILITY OF THE TUPELO COLISEUM PETTY CASH ACCOUNT FOR THE REMAINING OF THE FISCAL YEAR

Councilman Jennings moved, seconded by Councilman Palmer, to approve this request. The vote was unanimous in favor. A copy of the memorandum of request is attached as **APPENDIX W.**

STUDY AGENDA

IN THE MATTER OF REVIEW, DISCUSS A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO, MISSISSIPPI AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES REGARDING PUBLIC TRANSPORTATION SERVICES FOR SEPTEMBER 1, 2018 TO SEPTEMBER 30, 2019

Councilman Palmer moved, seconded by Councilwoman Davis to suspend the rules and vote on this item. The vote was unanimous in favor.

Councilwoman Davis, moved, seconded by Councilman Palmer, moved to adopt this Resolution. The motion passed by a vote of 4-3 with members voting as follows:

Aye: Beard, Davis, Palmer, Jennings

Nay: Whittington, L. Bryan, M. Bryan

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
JUNE 19, 2018

An executed copy of this Resolution is attached to these minutes and incorporated herein as **APPENDIX X.**

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

No items appeared for consideration.

IN THE MATTER OF ADJOURNMENT

Councilman Palmer moved, seconded by Councilman Jennings, to adjourn the meeting at 6:40 p.m. The vote was unanimous in favor.

ATTEST:

Travis Beard, Council President

Amanda Daniel, Clerk of the Council

Mayor Jason L. Shelton

July 3, 2018
Date

Finance Department

7.2

To: Mayor & City Council
From: Kim Hanna
Date: July 3, 2018
Re: Review/Approve/Reject Advertising and Promotion Expense

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

MS Radio Group – Police - Salute to America	\$	299.00
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The proposed expenditures are included in the operating budget of the City of Tupelo.

Memo

To: Distinguished Members of the City Council
The Honorable Mayor Jason L. Shelton

From: Terri Blissard *JB*


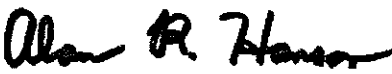
Date: 6/27/2018

Re: Justice Assistance Grant approval

Please find attached an award document for a 2017 Justice Assistance Grant in the amount of \$15,320. I would like to request your formal acceptance of the grant so that it may be activated with the Department of Justice.

This grant will be shared by the police department and the sheriff's office. The police department plans to purchase one in-car video system and some body-worn cameras, while the sheriff's office will use its portion to purchase Tasers and Taser accessories.

The City is the designated administrator for the grant this year, so purchasing will be handled through the police department. Equipment purchased on behalf of the sheriff's office will be turned over to Lee County as surplus.

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 20																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Tupelo 71 East Troy Street P. O. Box 1485 Tupelo, MS 38802-1485		4. AWARD NUMBER: 2017-DJ-BX-0895																			
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2020																			
		6. AWARD DATE 06/26/2018		7. ACTION Initial																	
2a. GRANTEE IRS/VENDOR NO. 646001141		8. SUPPLEMENT NUMBER 00																			
2b. GRANTEE DUNS NO. 083267666		9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE 2017 City of Tupelo/Lee County Joint JAG Project		10. AMOUNT OF THIS AWARD \$ 15,320																			
		11. TOTAL AWARD \$ 15,320																			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).																					
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL			GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Alan R. Hanson Principal Deputy Assistant Attorney General			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jason Shelton Mayor																		
17. SIGNATURE OF APPROVING OFFICIAL 			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>15320</td> </tr> </tbody> </table>			FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		15320	21. SDJUGT1405		
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT														
X	B	DJ	80	00	00		15320														

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard JB

Date: June 27, 2018

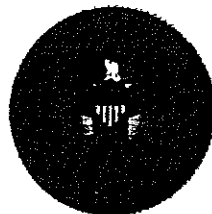
Re: Homeland Security Grant – EOD Unit

Please find attached for your approval a contract for a Homeland Security grant in the amount of \$24,000.

This grant has been awarded to the EOD unit for the purchase of a utility task vehicle and two truck vault boxes.

There is no match requirement.

Please let me know if you have any questions.



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO POLICE DEPARTMENT
(Bomb Team Equipment)**

Project Title(s): Homeland Security Grant Program

Grant Period: 06-01-18 – 07-31-18

Date of Award: 06-01-18

Total Amount of Award: **\$24,000.00**

Grant No.: **15LE366B**

In accordance with the provisions of Federal Fiscal Year 2015 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2015-SS-00022**, Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than July 9, 2018**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Terrill Blumard
Signature of Official Authorized to Sign

W. L. Fisher
Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

POST OFFICE BOX 958 · JACKSON, MISSISSIPPI 39205-0958 · TELEPHONE 601-346-1500 · FAX 601-346-1521 · www.homelandsecurity.ms.gov

7.6

Draft

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard, Grant Administrator JB

Date: June 27, 2018

Re: Approval of Engineering Contract for Fairpark Detention Pond

Please find attached a contract for engineering services for the Fairpark detention pond project, which is funded in part by an ARC grant.

At the June 5 council meeting, Cook Coggin Engineers was approved as the engineer of record for this project. Subsequently, Cook Coggin provided the attached contract. I would like to request your approval of the contract, which will allow the project to move forward.

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between the **City of Tupelo**, located in **Lee County**, Mississippi, hereinafter referred to as the Owner, and **Cook Coggin Engineers, Inc.**, a Mississippi corporation, hereinafter referred to as the Engineers.

The Owner intends to construct a **Detention Pond in conjunction with Fairpark Development – Phase 3 as funded in part with Appalachian Regional Commission (ARC) funds Project Number MS-19058** and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the work, as stated herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PLANNING AND DESIGN ENGINEERING SERVICES

That the Engineers shall furnish Planning and Design Engineering Services as follows:

1. The Engineers will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The Engineers will prepare an opinion of probable cost based on the construction plans and specifications. However, since the Engineers have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the Engineers' professional experience and judgment; but the Engineers cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
4. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copies. After award of each contract, the Engineers will furnish the Owner the necessary contract documents for execution.

5. The Engineers will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the Owner's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the Engineers for execution by the Owner.

SECTION B - CONSTRUCTION ENGINEERING SERVICES

That the Engineers shall furnish Construction Engineering Services as follows:

1. The Engineers will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the Engineers deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.
2. The Engineers will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The Engineers will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The Engineers will review the Contractor's estimates for progress and final payments.
5. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.
6. The Engineers will prepare the summary change order.
7. The Engineers will provide the Owner with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided by the Contractor. Because these drawings are based on unverified information provided by other parties which will be assumed to be reliable, the Engineers cannot and do not warrant their accuracy.

SECTION C- OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as

surveys and inspections in the development of the Project; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.

2. The Owner will provide property surveys, property plats and legal descriptions.
3. The Owner will negotiate for land rights and easements as necessary.
4. The Owner will provide topographies, soils investigations, environmental assessments, wetlands and flood plains determination as required.
5. The Owner will arrange for field and laboratory testing for quality control such as density and material tests as necessary.

SECTION D - COMPENSATION FOR PLANNING AND DESIGN SERVICES

That the Owner shall compensate the Engineers for planning and design engineering services based on a percentage of the Construction Contract Amount (Base Bid plus Additive Alternates, if any) as shown in Table I set forth in Attachment I which is attached hereto and made a part hereof by this reference.

The compensation for planning and design engineering services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for planning and design services based on the Engineers' Construction Cost Estimate (Base Bid plus Additive Alternates, if any) after completion and submission of the construction plans, specifications, cost estimates, and contract documents.
2. A sum equal to five percent (5%) of the total compensation for planning and design service based on Construction Contract Amount (Base Bid plus Additive Alternates, if any) immediately after the Engineers make recommendations for awarding the Contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the Engineers under this section will not exceed 100% of the compensation determined on Construction Contract Amount (Base Bid plus Additive Alternates, if any).

If the work is bid in multiple projects or phases, each project or phase will be considered a separate project regarding compensation.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION E - COMPENSATION FOR CONSTRUCTION ENGINEERING SERVICES

That the Owner shall compensate the Engineers for construction engineering services based on percentages of Total Actual Construction Cost as shown in Table II set forth in Attachment I.

The compensation for construction phase engineering services shall be paid on a periodic basis during the construction period based on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION F - SPECIAL SERVICES

That, the Engineers shall furnish or obtain from others Special Services of the following types which will be paid for by the Owner as indicated below.

1. Planning and design engineering services in connection with change orders to reflect modifications of an ongoing project.
2. Services provided in conjunction with the Clearing House Environmental Reporting, Environmental Review Process and related reporting, which may include, but not limited to, Cultural Resource Survey; Preliminary Wetland Delineation....etc.
3. Provisions of topographies, soils investigations, environmental assessments, stormwater pollution prevention plans and permit applications, wetlands and flood plains determination.
4. Provision of property surveys, plats, descriptions of needed land and easement rights with maps or plans related thereto; assistance in negotiating for land and easement rights.
5. Provision of roadway and railroad permit applications and assistance in administration of permit requirements and making changes to active permits.
6. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
7. Services associated with preparation of Anti-degradation Report and NPDES Permit Application.
8. Development of hydraulic assessments and/or hydraulic models and conducting hydraulic simulations to assess existing system deficiencies and to determine improvements needed to satisfy minimum regulatory requirements and/or system specific design criteria.

9. Design engineering services in connection with change orders to reflect modifications of the ongoing project.
10. Field and laboratory testing for quality control such as soil density and construction material tests.
11. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.
12. Planning and design engineering services as set out under Section A to modify the construction documents for re-bid processes.
13. Services rendered in conjunction with start-up, operator training and preparation of operation and maintenance manuals.
14. Services in connection with preparing, re-formatting modifying or editing the construction documents for electronic or online bidding purposes.
15. Additional services in connection with the Project not otherwise provided for in this Agreement.

Payment for the special services specified in this section shall be based on the Special Services fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The Engineers will render to the Owner an itemized bill for such services.

SECTION G - GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the Engineers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineers make no warranties, express or implied, under this Agreement, or otherwise, in connection with the Engineers' services. The Engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The Engineers shall not at any time supervise, direct or have control over any contractor's work, nor shall the Engineers have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.
3. The Engineers neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the Owner and such contractor.

4. The Engineers have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of jobsite safety administration or oversight by the Engineers. Neither the professional activities of the Engineers, nor the presence of the Engineers at a jobsite shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

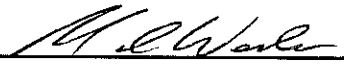
The Owner and the Engineers further agree to the following conditions:

1. Either the Owner or the Engineers may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The Owner shall within 30 calendar days of termination pay the Engineers for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The Owner acknowledges the Engineers' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineers. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineers. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineers, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Engineers.
3. The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and its partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

5. This Agreement may be amended with mutual consent to conform to funding agency requirements.
6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

In witness whereof the parties hereto have made and executed this Agreement the _____ day of _____, 2018.

Owner: _____ Engineer: Cook Coggin Engineers, Inc.

By: _____ By: 
Jason Shelton, Mayor Mark Weeden, PE, Principal
Type Name & Title *Type Name & Title*

Attest: _____
Kim Hanna, CFO
Type Name & Title

Physical 71 East Troy Street
Address: Tupelo, MS 38804

Physical 703 Crossover Road
Address: Tupelo, MS 38801

Mailing 71 East Troy Street
Address: Tupelo, MS 38804

Mailing P. O. Box 1526
Address: Tupelo, MS 38801

Phone: (662) 841-6513
FAX: (662) 840-2075
Email: Jason.shelton@tupeloms.gov

Phone: (662) 842-7381
FAX: (662) 844-4564
Email: mweeden@cookcoggin.com

COOK COGGIN ENGINEERS, INC.
ENGINEERING SERVICES FEES SCHEDULE

AMOUNT	TABLE I	TABLE II
	PLANNING & DESIGN ENGINEERING SERVICES As a Percent of Construction Contract Amount (Base Bid plus Additive Alternates, if any)	CONSTRUCTION ENGINEERING SERVICES As a Percent of Total Actual Construction Cost
\$10,000	15.0	10.0
100,000	11.4	9.6
500,000	9.4	7.7
1,000,000	8.5	7.2
5,000,000	7.1	5.8
10,000,000	6.7	5.2
50,000,000	6.4	4.5

The fee for project cost falling between the figures shown in the table shall be interpolated to nearest one-tenth of one percent.

If the work is accomplished in phases requiring additional sets of contract documents, each phase is considered a new project for the purpose of determining compensation for planning, design and construction engineering services.

ENGINEER SERVICES FEE SCHEFULE

2018 PER DIEM RATES

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CHARGE</u>
Sr. Professional Engineer	\$166	per hour
Professional Engineer	\$134	per hour
Engineer Intern	\$95	per hour
Engineer	\$90	per hour
Professional Land Surveyor	\$116	per hour
Professional Geologist	\$130	per hour
Sr. Project Manager	\$128	per hour
Project Manager	\$116	per hour
Senior Civil Engineer Technician	\$72	per hour
Civil Engineer Technician	\$61	per hour
Sr. Designer	\$84	per hour
Designer	\$66	per hour
CADD (Operator)	\$46	per hour
Sr. Construction Administrator	\$96	per hour
Construction Administrator	\$82	per hour
Sr. Engineer's Representative	\$78	per hour
Engineer's Representative	\$58	per hour
Contract Administrator	\$76	per hour
Clerical	\$60	per hour
GIS Specialist	\$82	per hour
GPS/GIS Technician	\$75	per hour
Sr. Lab Technician	\$70	per hour
Field Technician	\$59	per hour
Lab Technician	\$45	per hour
Survey Crew Chief	\$72	per hour
Survey Crew Member	\$37	per hour
Boring Rig	\$130	per hour
Tank Climbing	\$134	per each
Passenger Vehicle Mileage	\$0.575	per mile
Boring Rig Mileage	\$2.00	per mile

Actual cost of special test and services of special consultants plus 15%

Rates are subjected to CPI adjustment annually.

2018 MATERIAL TESTING SERVICES FEE SCHEDULE

<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Soils/Aggregate Testing:</u>		
Laboratory Proctors	\$ 225.00	Each
Gradations (+10 Material)	\$ 90.00	Each
(-10 Material)	\$ 95.00	Each
Liquid/Plastic Limits	\$ 75.00	Each
Atterberg Limits (includes shrinkage limit)	\$ 100.00	Each
Nuclear Gauge Density Tests*	\$ 17.00	Each
Soil Cement Design	\$ 1500.00	Each
Soil Cement Cylinder Compression Test	\$ 50.00	Each
<u>Concrete Testing:</u>		
Concrete Testing* (Includes air content, slump, temperature and making concrete cylinders)		
Cylinder Compression Test	\$ 34.00	Each
Cylinder Compression Test with Tracking	\$ 36.00	Each
Beam Flexural Test	\$ 40.00	Each
<u>Asphalt Testing:</u>		
HMA Mix Properties (Includes asphalt content, percent moisture, extraction & gradation, percent air voids & VMA)	\$ 440.00	Each
Field Testing:		
Nuclear Gauge Density Tests*	\$ 17.00	Each
Density and Thickness of Cores*	\$ 31.00	Each
Cationic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 400.00	Each
Anionic Emulsions:		
Saybolt Furol Viscosity & Residue by Evaporation	\$ 300.00	Each

2018 Material Testing Services Fee Schedule (Continued)

Travel:

Mileage - Passenger Vehicle	\$ 0.575	Per Mile
Boring Rig	\$ 2.00	Per Mile

Equipment Time:

Boring Rig**	\$ 130.00	Per Hour
Asphalt Coring Rig**	\$ 65.00	Per Hour

Technician Time:

Professional Geologist	\$ 130.00	Per Hour
Sr. Lab Technician	\$ 70.00	Per Hour
Lab Technician	\$ 45.00	Per Hour
Field Technician	\$ 59.00	Per Hour

* Additional charges for Personnel Time and Travel apply.

** 4-hour Minimum plus Personnel Time and Travel apply.

Tests conducted and reported per applicable ASTM or AASHTO standards.

Rates are subject to adjustment annually.

2018 REIMBURSABLE EXPENSE SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions (B&W)	\$ 0.25 /page
8" x 11" Copies/Impressions (Color)	\$ 1.00/page
11" x 17" Copies/Impressions (B&W)	\$ 0.50/page
11" x 17" Copies/Impressions (Color)	\$ 2.00/page
Larger Format Drawings (B&W)	\$ 0.75/sq. ft.
Larger Format Drawings (Color)	\$ 3.00/sq. ft.

Air Transportation	at cost
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Meals and Lodging	at cost
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Rates indicated do not include any applicable personnel related expenses.

Reimbursable Expenses are subject to review and adjustment annually.

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op.,

Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

7.7

City of Tupelo
Fy 2018 Budget Revision #7

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2018 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,353,624		7,353,624
Licenses & Permits	1,035,000		1,035,000
Intergovernmental Revenues	26,197,873	24,000	26,221,873
Charges for Services	724,000		724,000
Fines & Forfeits	1,115,000		1,115,000
Interest Income & Misc. Revenues	463,276	702	463,978
Other Financing Resources	595,353		595,353
Unreserved Fund Balance	2,173,962	-	2,173,962
Total General Fund Revenues	39,658,088	24,702	39,682,790

Purpose: To budget for the Homeland Security Grant for the Police EOD unit.
To accept a donation of \$702 from Holland Funeral Directors for benches in the park.

Expenditures:

City Council

Personnel	280,083		280,083
Supplies	5,000		5,000
Other Services & Charges	196,650		196,650
Capital	-	-	-
Total City Council	481,733	-	481,733

Purpose:

Executive Dept.

Personnel	700,115		700,115
Supplies	26,100		26,100
Other Services & Charges	289,850		289,850
Capital	1,500	-	1,500
Total Executive Dept.	1,017,565	-	1,017,565

Purpose:

City Court

Personnel	735,811		735,811
Supplies	20,800		20,800
Other Services & Charges	112,741		112,741
Capital	-	-	-
Total City Court	869,352	-	869,352

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	827,297		827,297
Supplies	41,360		41,360
Other Services & Charges	355,301		355,301
Capital	90,000	-	90,000
Total Budget & Accounting	1,313,958	-	1,313,958

Purpose:

<u>Personnel Dept.</u>			
Personnel	259,678		259,678
Supplies	5,300		5,300
Other Services & Charges	30,044		30,044
Capital	-	-	-
Total Personnel Dept.	295,022	-	295,022

Purpose:

<u>Development Services</u>			
Personnel	1,318,818		1,318,818
Supplies	61,950		61,950
Other Services & Charges	85,291		85,291
Capital	-	-	-
Total Development Services	1,466,059	-	1,466,059

Purpose:

<u>Police Dept</u>			
Personnel	8,965,448		8,965,448
Supplies	602,700		602,700
Other Services & Charges	1,553,801		1,553,801
Capital	269,672	24,000	293,672
Total Police Dept.	11,391,621	24,000	11,415,621

Purpose: To increase the budget for the recently awarded Homeland Security Grant (24,000)

<u>Fire Dept</u>			
Personnel	5,543,640		5,543,640
Supplies	283,000		283,000
Other Services & Charges	379,028		379,028
Capital	2,800	-	2,800
Total Fire Dept.	6,208,468	-	6,208,468

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,005,550		3,005,550
Supplies	381,600		381,600
Other Services & Charges	2,043,776		2,043,776
Capital	<u>22,200</u>	<u>-</u>	<u>22,200</u>
Total Public Works	<u>5,453,126</u>	<u>-</u>	<u>5,453,126</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,803,899		1,803,899
Supplies	381,585	702	382,287
Other Services & Charges	914,154		914,154
Capital	<u>40,424</u>	<u>-</u>	<u>40,424</u>
Total Parks & Rec	<u>3,140,062</u>	<u>702</u>	<u>3,140,764</u>
Purpose:	To update the supply account for the purchase of benches with donated funds.		
<u>Aquatics Facility</u>			
Personnel	414,845		414,845
Supplies	144,000		144,000
Other Services & Charges	349,500		349,500
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Aquatics Facility	<u>913,345</u>	<u>-</u>	<u>913,345</u>
Purpose:			
<u>Museum</u>			
Personnel	117,214		117,214
Supplies	11,500		11,500
Other Services & Charges	35,850		35,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>164,564</u>	<u>-</u>	<u>164,564</u>
Purpose:			
Community Services	<u>1,145,728</u>	<u>-</u>	<u>1,145,728</u>
Purpose:	To increase the budget for matching funds for the Link Centre.		
Debt Service	<u>598,791</u>	<u>-</u>	<u>598,791</u>
Other Financing Uses	<u>5,198,694</u>	<u>-</u>	<u>5,198,694</u>
Total General Fund Expenditures	<u>39,658,088</u>	<u>24,702</u>	<u>39,682,790</u>

Voting

Councilman Markel Whittington
Councilman Lynn Bryan
Councilman Travis Beard
Councilman Nettie Davis
Councilman Buddy Palmer
Councilman Mike Bryan
Councilman Willie Jennings

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

PLACEHOLDER

ITEM 7.8

Preliminary Lot Mowing Report for July 3, 2018

7.9

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	26302	089J3120400	1122 BLAIR ST	WILBURN CHUCK L	3402 W MAIN	TUPELO, MS 38801	AN
2.	26314	077L3609600	1708 FORREST ST	DUNEHEW JERRY	1321 RUFFWOOD	TUPELO, MS 38801	AN
3.	26323	101M1206800	2011 PRESIDENT AVE	KITCHEN TERRY E & SHEILA K	2011 PRESIDENT	TUPELO, MS 38801	DJ
4.	26326	089J3121200	905 ALLEN ST	SCOTT SANDRA J	386 ROAD 1600	BELDEN, MS 38826	AN
5.	26341	078D2708000	1456 REMINGTON DR	PREMIER REALTY LLC	POST OFFICE BOX 7333	TUPELO, MS 38802	CW
6.	26359	106C1304101	2866 SOUTHERN HEIGHTS RD	ODLE LINDA & PAUL	2866 SOUTHERN HEIGHTS RD	TUPELO, MS 38801	DJ
7.	26364	077Q3628400	209 GOVERNMENT ST	MATTOX GAIL Y	48 HARVESTERS SQUARE	TUPELO, MS 38801	AN
8.	26367	101C0103600	1207 QUEENSGATE DR	LEE JACQUELINE & BOBBY J STRONG	5258 PURNELL RD	BELDEN, MS 38826	AN
9.	26370	077J3505500	2049 WINFIELD DR	MURPHREE AMELIA SMITH	129 EUNICE ST	GUNTOWN, MS 38849	AN
10	26385	101Q1200406	1948 CLIFF GOOKIN BLVD	RHETT FAMILY TRUST	LAURA LEIGH LEWIS & WYTHE M RH	COLUMBUS, MS 39705	DJ
11	26389	089P3120000	494 S GREEN ST	PLUMBING SERVICES INC	539 SOUTH GREEN STREET	TUPELO, MS 38804	AN
12	26390	089P3119600	440 S GREEN ST	COUNTRYWIDE HOME LOANS, INC.	P O BOX 660694	DALLAS, TX 75266-0694	AN

Preliminary Lot Mowing Report for July 3, 2018

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	26391	077D2514500	1310 JOYNER AVE	CALDWELL KEVIN	1008 FAWN DRIVE	TUPELO, MS 38804	AN
14	26407	101G0107800	1800 LAWDALE DR	LANCASTER GARY M	456 MARSHALL ROAD	SOUTHLAKE, TX 76092	AN
15	26409	077P3501100	2401 DANNY ST	DARDEN ROBERT W JR	145 TIMBERLANE DR	TUPELO, MS 38801	AN
16	26410	101A0213500	2500 HAMPTON AVE	ALLRED MICHAEL D	2500 HAMPTON	TUPELO, MS 38801	AN
17	26415	084N1907400	1601 N MADISON ST	SHANNON CRAIG	P O BOX 2032	VERONA, MS 38879	AN
18	26416	089F3032900	204 REA ST	SOUL WINNING CONCERTS	P O BOX 79777	FORTWORTH, TX 76179	AN
19	26436	113E0605900	910 CHICKASAW TRL	CHICKASAW TUPELO PROPERTY LLC	134 ROBINS ST	TUPELO, MS 38804	AN
20	26439	113J0701200	1005 CHICKASAW TRL	MAXCY TROY STEPHEN GRANTOR TRUST	1185 QUAIL CREEK COVE	TUPELO, MS 38801	AN
21	26444	089F3018200	N GREEN ST	IVY KATHY	217 ASHLEY ST	TUPELO, MS 38801	AN
22	26445	089E3016900	850 N GLOSTER ST SUITE 1	PAULS NORTHSIDE RESTAURANT INC	P O BOX 1400	TUPELO, MS 38802	AN
23	26460	088K3304100	107 SHADY ACRES RD	OWEN TONY	93 SHADY ACRES RD	TUPELO, MS 38804	AN
24	26468	112A0413900	705 HILL-N-DALE DR	CHICKASAW TUPELO PROPERTY LLC	134 ROBINS ST	TUPELO, MS 38804	AN

Preliminary Lot Mowing Report for July 3, 2018

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	26476	088F2812300	1837 RACHEL ST	SUDDUTH ADAM W & AMY	1837 RACHEL ST	TUPELO, MS 38804	AN
26	26477	072N0901500	3570 BELDEN PIKE	LEWALLAN FARRELL SPENCER	3570 BELDEN PIKE RD	BELDEN, MS 38826	AN
27	26485	106U2301500	118 OLIVER CIRCLE	OLIVER LARRY JOE	118 OLIVER CIRCLE	TUPELO, MS 38801	AN



BancorpSouth Arena & Conference Center

Minutes of the Tupelo Coliseum Commission Monthly Meeting on Monday, May 24, 2018.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Jason Hayden, Stephanie West, Yvette Crump, Al Wallace, Moe Livingston, and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick

Tupelo City Council: Buddy Palmer

McCarty Architects: Christian Reed and Kurt Shettles

Call to Order -- Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order on Monday, May 24, 2018 at 3:00 p.m. He thanked everyone for coming, and for giving their service and time to this building and this community.

Approval of Minutes -- Chairman Reed asked for the approval of the April minutes. Moe Livingston made a motion to approve the April minutes, seconded by Stephanie West. The motion was carried and the minutes were unanimously approved.

Architect Approval -- Chairman Reed told the Commission that we had five architectural firms respond to our RFQ regarding the expansion project. After a thorough review, the selection committee decided that McCarty Architects was the best fit for our project. Chairman Reed introduced Christian Reed and Kurt Shettles with McCarty to the commission. Shettles stated that they were excited to continue their ten year history with the Arena. Reed commented that they had been working on the expansion idea for four years and were eager to move forward. Director Hunt shared that McCarty has agreed to perform the requested work at the negotiated rate for state of Mississippi public projects. Falling outside the scope of this rate will be preplanning costs along with any special consultants required.

Chairman Reed asked the Commission if there were any questions for the McCarty team. After no questions, Director Hunt was asked to escort the architects from the room.

Chairman Reed again asked for any questions before the vote. Neal McCoy asked if a hotel has been secured for the project. Chairman Reed stated at this point we have not

secured a hotel. Chairman Reed explained that in meetings with the mayor and other city officials, everyone was in favor of the project. We are bringing an architect on board to lay the groundwork so that we can begin construction as soon as get approval to build. McCoy said he was asking these questions because he knew Chairman Reed would have answers. McCoy wanted everyone that is not in the public sector world to understand where we are. Most of the architect fees will be based on a percentage of the construction project. We are not ready to begin. We (the CVB) have objections. Chairman Reed said we have lot of ideas on the table. First, we have to get the City Council to approve the project. They are not going to approve the project until we get the funding in place. The funding is not going to be in place until we answer some questions. We still have a ways to go. On the other side of this, we have two to three million dollars in repairs that need to be made to the Conference Center if the expansion project doesn't go through. Reed stated he would not say that there is nothing for the architects to do until we get the project moving but that there is nothing for them to do on the expansion until we get the project moving. McCoy said that is what he wanted everyone to hear. Jason Hayden asked if there would be more information about the cost. Chairman Reed said yes, once we know if we are doing the full \$14,000,000 expansion, a smaller expansion, or a renovation.

Reed stated that what is before the commission is the decision to accept the working group's recommendation to select McCarty Architects for architectural services related to the proposed expansion/renovation. Moe Livingston made the motion to select McCarty Architects as our architect for conference center renovation/expansion. Neal McCoy seconded the motion. After no further discussion, the motion was carried and the motion was unanimously approved.

Chairman Reed asked Director Hunt to bring the McCarty representatives back into the meeting. He shared the decision of the Commission with them and recapped McCoy's statement that we still have to get the full project approved.

Financial Report -- Director Hunt reported on the April financials. He reported that Revenue Over (Under) Expense is still ahead of our expenses. We are down in the month of April due to a lack of entertainment events. As we discussed in the last meeting, we were holding for some large shows that altered their touring plans at the last minute. Overall, our financials will look weaker than normal until the end of the fiscal year. September will be unusually busy, resulting in another solid year. He promised to have the FY2019 budget to the Commission at the June meeting.

Director's Report

Travel Report - Director Hunt reported that since the last Commission meeting he has traveled to both Memphis and Nashville. In Memphis, he attended an event at FedEx Forum, meeting with venue personnel and our Ticketmaster representatives. In Nashville he met with agents, promoters, and other venue managers to fill our entertainment calendar. He felt the trip was a success.

Attendance Report-- Our Total Attendance year to date is 196,663. We will finish this year over 200,000 for the eleventh consecutive year.

Past Events

Blue Suede Cruise -- Blue Suede Cruise was here the first weekend in May. Rain on Saturday morning hurt the total attendance but it was still a solid event. Jason Hayden commented that it was a very busy weekend for downtown.

Tupelo High Graduation was on Friday, May 18th. This event went well.

Nettleton and Lee County Schools Graduations were on Saturday, May 19th. These events all went smoothly.

Upcoming Events

- o Elvis Festival -- We will be hosting the Elvis Festival the second weekend in June. We will be hosting events in the arena on Friday and Saturday. On Sunday, the Gospel Brunch event will be in the conference center. The brunch was moved to the conference center in order for us to host WWE in the arena. In case of rain, the Thursday night event at Fairpark will be held in the arena.

Old Business

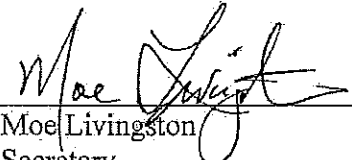
No old business was discussed.


New Business

Beverage Approval -- Chairman Reed asked for the approval of beverages for Elvis Fest and WWE. Director Hunt told the Commission that Debbie Brangenberg has asked that we activate the Leisure and Recreation District on Friday morning at 10AM to accommodate the Elvis Tribute Artist competition. Jason Hayden made a motion to approve the sale of beverages for the Elvis Fest, WWE, and activate the Leisure and Recreation District on Friday morning. Stephanie West seconded that motion. Councilman Buddy Palmer asked about Leisure and Recreation District feedback. Director Hunt stated that there were no issues he was aware of. The motion for the sale of beverages for Elvis Fest, WWE and to activate the Leisure and Recreation District on Friday morning was carried and unanimously approved.

Approve Checks -- Chairman Reed asked for the approval of the checks. Jason Hayden made a motion to approve the checks. Al Wallace seconded that motion. After no questions or concerns on the checks, the motion was carried and unanimously approved.

Adjourn - After no other business, Chairman Reed thanked everyone for being here and the meeting was adjourned.


Moe Livingston
Secretary


Scott Reed
Chairman

7.11

Memorandum

Department of Development Services
City Engineer

Date: June 26, 2018

To: City Council Members

From: John Crawley, PE, CFM
City Engineer

Subject: Bids for Coley Road / McCullough Boulevard & Coley Road / West Jackson Intersection Improvements

Dear Members,

On June 7, 2018, bids were opened for the above captioned Major Thoroughfare project. Bids included a base bid and one additive alternate. The low bidder was Paul Smithey Construction with the following bid:

Base Bid:	\$135,358.85
Alternate:	\$ 70,786.00
Total Base plus Alternate:	\$206,144.85

At the request of the Major Thoroughfare Committee I recommend that both the base bid and additive alternate be accepted and the project be awarded to Smithey Construction. Should you require further information or have questions, please do not hesitate to call me.

John

BID TAB COLEY ROAD IMPROVEMENTS

					Ausburn Construction Co., Inc. PO Drawer 329, Okolona, MS 38860		Century Construction Group, Inc. 705 Robert E Lee Dr, Tupelo, MS 38801		J.M. Duncan, Inc. PO Box 1355, Ripley, MS 38863		Paul Smithey Construction Company PO Box 357, Belden, MS 38826	
Ref. No.	Pay Item No.	Item	Unit	Quantities	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
GENERAL ITEMS												
1	COT-01	Mobilization	Lump Sum	Lump Sum	\$ 40,000.00	\$ 40,000.00	\$ 29,811.90	\$ 29,811.90	\$ 24,300.00	\$ 24,300.00	\$ 12,000.00	\$ 12,000.00
REMOVAL ITEMS												
2	COT-02	Removal of Pavement, All Types and Depths	Sq. Yd.	73	25.00	1,825.00	44.18	3,225.14	20.00	1,460.00	9.00	657.00
3	COT-03	Removal of Curb, All Types	Lin. Ft.	154	15.00	2,310.00	9.08	1,396.32	15.00	2,310.00	1.00	154.00
4	COT-04	Removal of Concrete Paved Flume	Lin. Ft.	26	25.00	650.00	57.49	1,494.74	15.00	390.00	3.00	78.00
5	COT-05	Removal of Traffic Stripe (Grinding)	Lin. Ft.	1750	2.00	3,500.00	2.34	4,095.00	2.35	4,112.50	2.20	3,850.00
EXCAVATION / ROADWAY ITEMS												
6	COT-06	Stripping, Topsoil Stockpiling & Spreading	Sq. Yd.	1333	15.00	19,995.00	3.34	4,452.22	11.95	15,929.35	3.00	3,999.00
7	COT-07	Borrow Excavation, AH, LVM, Class B9	Cu. Yd.	750	30.00	22,500.00	27.18	20,385.00	20.00	15,000.00	14.70	11,025.00
8	COT-08	Geotextile Fabric, Type V Non-Woven	Sq. Yd.	932	5.00	4,660.00	3.40	3,168.80	2.50	2,330.00	1.50	1,398.00
9	COT-09	Granular Material, Crushed Stone	Cu. Yd.	213	100.00	21,300.00	92.54	19,711.02	65.00	13,845.00	38.00	8,094.00
10	COT-10	Hot Mix Asphalt, ST, 19 MM	Ton	130	160.00	20,800.00	323.56	42,062.80	156.00	20,280.00	143.00	18,590.00
11	COT-11	Hot Mix Asphalt, ST, 12.5 MM	Ton	85	180.00	15,300.00	323.56	27,502.60	156.00	13,260.00	143.00	12,155.00
12	COT-12	Hot Mix Asphalt, ST, 9.5 MM	Ton	57	190.00	10,830.00	323.56	18,442.92	156.00	8,892.00	143.00	8,151.00
13	COT-13	Granular Material, Clay Gravel, For Shoulders	Cu. Yd.	75	75.00	5,625.00	91.26	6,844.50	45.00	3,375.00	36.00	2,700.00
EROSION CONTROL ITEMS												
14	COT-14	Grassing	Acre	.30	5,000.00	1,500.00	4,118.03	1,235.41	5,000.00	1,500.00	1,442.00	432.60
15	COT-15	Temporary Silt Fence	Lin. Ft.	500	3.50	1,750.00	4.11	2,055.00	5.00	2,500.00	4.00	2,000.00
16	COT-16	Temporary Erosion Checks	Bales	12	20.00	240.00	29.42	353.04	15.00	180.00	5.00	60.00
17	COT-17	Wattles, 20"	Lin. Ft.	228	10.00	2,280.00	14.13	3,221.64	10.00	2,280.00	5.00	1,140.00
18	COT-18	Riprap for Erosion Control (100 lb. where needed)	Ton	2	85.00	170.00	379.04	758.08	250.00	500.00	40.00	80.00
DRAINAGE ITEMS												
19	COT-19	Class "B" Structural Concrete, Minor Structures (1 Gutter Inlet, 1 Pipe Collar, 2 Toe Wall)	Cu. Yd.	1.86	3,500.00	6,510.00	6,572.09	12,224.09	2,500.00	4,650.00	650.00	1,209.00
20	COT-20	Reinforcing Steel (1 Gutter Inlet)	Pounds	87	10.00	870.00	6.15	535.05	2.50	217.50	5.75	500.25
21	COT-21	Castings (1 Gutter Inlet)	Pounds	244	5.00	1,220.00	5.48	1,337.12	3.50	854.00	5.75	1,403.00
22	COT-22	Gratings (1 Gutter Inlet)	Pounds	200	5.00	1,000.00	6.69	1,338.00	3.50	700.00	5.75	1,150.00
23	COT-23	15" Reinforced Concrete Pipe, Class III	Lin. Ft.	88	50.00	4,400.00	75.43	6,637.84	65.00	5,720.00	29.00	2,552.00

BID TAB COLEY ROAD IMPROVEMENTS

					Ausbern Construction Co., Inc. PO Drawer 329, Okolona, MS 38860		Century Construction Group, Inc. 705 Robert E Lee Dr, Tupelo, MS 38801		J.M. Duncan, Inc. PO Box 1355, Ripley, MS 38863		Paul Smithy Construction Company PO Box 357, Belden, MS 38826	
Ref. No.	Pay Item No.	Item	Unit	Quantities	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
24	COT-24	15" Reinforced Concrete End Section	Each	2	1,500.00	3,000.00	1,087.42	2,174.84	985.00	1,970.00	700.00	1,400.00
INCIDENTAL ITEMS												
25	COT-25	Combination Concrete Curb & Gutter, Type 2 Modified	Lin. Ft.	278	43.25	12,023.50	51.87	14,419.86	30.00	8,340.00	26.00	7,228.00
26	COT-26	4" Concrete Island Pavement	Sq. Yd.	187	85.00	14,195.00	81.57	13,622.19	43.00	7,161.00	38.00	6,346.00
27	COT-27	10" Concrete Island Pavement	Sq. Yd.	23	165.00	3,795.00	199.88	4,597.24	85.00	1,955.00	48.00	1,104.00
28	COT-28	Adjustment of Sanitary Sewer Manhole (Approx. 6.44')	Each	1	1,250.00	1,250.00	5,220.61	5,220.61	1,985.00	1,985.00	1,200.00	1,200.00
TRAFFIC CONTROL ITEMS												
29	COT-29	Maintenance of Traffic	Lump Sum	Lump Sum	25,000.00	25,000.00	59,188.37	59,188.37	33,000.00	33,000.00	18,000.00	18,000.00
30	COT-30	Remove Existing Thermoplastic Legend (Grinding)	Sq. Ft.	55	6.00	330.00	7.05	387.75	6.90	379.50	7.00	385.00
31	COT-31	6" Thermoplastic Edge Stripe, Continuous White	Lin. Ft.	527	3.00	1,581.00	3.53	1,860.31	3.46	1,823.42	4.00	2,108.00
32	COT-32	Thermoplastic Detail Stripe, White, 6" Equivalent Length	Lin. Ft.	598	3.00	1,794.00	3.53	2,110.94	3.46	2,069.08	4.00	2,392.00
33	COT-33	Thermoplastic Legend, White	Sq. Ft.	87	15.00	1,305.00	17.66	1,538.42	17.33	1,507.71	17.00	1,479.00
34	COT-34	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness (Yield Sign)	Sq. Ft.	4.5	40.00	180.00	47.06	211.77	47.00	211.50	46.00	207.00
35	COT-35	Steel U-Section Posts (3.0 lb/ft) (Yield Sign)	Lin. Ft.	12	10.00	120.00	11.76	141.12	11.75	141.00	11.00	132.00
					TOTAL - BASE BID							
					\$ 253,808.50		\$ 317,761.65		\$ 205,148.56		\$ 135,358.85	
ADDITIVE ALTERNATE												
ROADWAY ITEMS												
36	COT-12A	Hot Mix Asphalt, ST, 9.5 MM	Ton	229	\$ 190.00	\$ 43,510.00	\$ 220.12	\$ 50,407.48	\$ 156.00	\$ 35,724.00	\$ 143.00	\$ 32,747.00
37	COT-36	Cold Milling of Asphalt, 1.5" Depth	Sq. Yd.	2772	4.80	13,305.60	7.76	21,510.72	5.00	13,860.00	8.00	22,176.00
TRAFFIC CONTROL ITEMS												
38	COT-31A	6" Thermoplastic Edge Stripe, Continuous White	Lin. Ft.	189	3.00	567.00	3.89	735.21	3.46	653.94	4.00	756.00
39	COT-32A	Thermoplastic Detail Stripe, White, 6" Equivalent Length	Lin. Ft.	100	3.00	300.00	3.89	389.00	3.46	346.00	4.00	400.00
40	COT-33A	Thermoplastic Legend, White	Sq. Ft.	204	3.00	612.00	3.89	793.56	3.46	705.84	4.00	816.00
41	COT-37	6" Thermoplastic Traffic Stripe, Skip White	Lin. Ft.	864	3.00	2,592.00	3.89	3,360.96	3.52	3,041.28	4.00	3,456.00
42	COT-38	6" Thermoplastic Traffic Stripe, Skip Yellow	Lin. Ft.	504	2.00	1,008.00	2.58	1,300.32	2.35	1,184.40	3.00	1,512.00
43	COT-39	6" Thermoplastic Traffic Stripe, Continuous Yellow	Lin. Ft.	864	3.00	2,592.00	3.89	3,360.96	3.52	3,041.28	4.00	3,456.00
44	COT-40	Red-Clear Reflective High Performance Raised Markers	Each	27	10.00	270.00	12.95	349.65	11.55	311.85	11.50	310.50

BID TAB COLEY ROAD IMPROVEMENTS

					Ausbern Construction Co., Inc. PO Drawer 329, Okolona, MS 38860		Century Construction Group, Inc. 705 Robert E Lee Dr, Tupelo, MS 38801		J.M. Duncan, Inc. PO Box 1355, Ripley, MS 38663		Paul Smithey Construction Company PO Box 357, Belden, MS 38826	
Ref. No.	Pay Item No.	Item	Unit	Quantities	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
45	COT-41	Two-Way Yellow Reflective High Performance Raised Markers	Each	51	10.00	510.00	12.95	660.45	11.55	589.05	11.50	586.50
46	COT-42	4" Temporary Traffic Stripe, Skip White	Lin. Ft.	864	1.50	1,296.00	1.95	1,684.80	1.76	1,520.64	2.50	2,160.00
47	COT-43	4" Temporary Traffic Stripe, Continuous White	Lin. Ft.	100	1.50	150.00	1.95	195.00	1.76	176.00	2.50	250.00
48	COT-44	4" Temporary Traffic Stripe, Continuous Yellow	Lin. Ft.	864	1.50	1,296.00	1.95	1,684.80	1.76	1,520.64	2.50	2,160.00
ADDITIVE ALTERNATE TOTAL						\$ 68,008.60		\$ 86,432.91		\$ 62,674.92		\$ 70,786.00
BASE BID PLUS ADDITIVE ALTERNATE TOTAL						\$ 321,817.10		\$ 404,194.56		\$ 267,823.48		\$ 206,144.85

Figures in RED denote difference from bid form submitted.



City of Tupelo

7.12

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

June 27, 2018

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38804

RE: Bid Rejection – Bid No. 1501WL


Dear Mayor Shelton and Council Members:

Reference is made to bid number 1501WL for Elevated Water Storage Tank Repair and Repaint. This bid was opened on April 30, 2018 and all bids received were over budget. Therefore, I ask that this bid be rejected.

Thank you for your attention and cooperation. If you have any questions, please feel free to call upon me.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT


Johnny N. Timmons
Manager



City of Tupelo

7.13

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

June 27, 2018

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on
Tuesday, July 3, 2018:

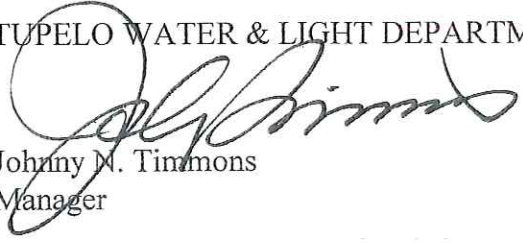
Bid No. 1501WL (Rebid) – Elevated Water Storage Tank Repair and Repaint to
the low qualified bids as recommended by Cook Coggin Engineers:

- Contract A (South Green EST) to Stephens TPS, Inc. in the amount of \$262,000.00
- Add Alternate 1 Contract A (Mitchell Road EWST) to Stephens TPS, Inc. in the amount of \$17,400.00
- Contract B (Broadway Street EWST) to Robinson & Sons Construction Services, Inc. in the amount of \$236,800.00

If you have any questions, please let me know.

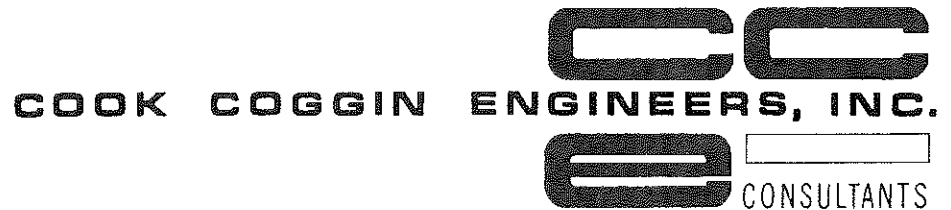
Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT


Johnny M. Timmons
Manager

Attachments

CCE 3-09385



June 21, 2018

Mr. Johnny Timmons
Tupelo Water & Light Department
P.O. Box 588
Tupelo, MS 38802

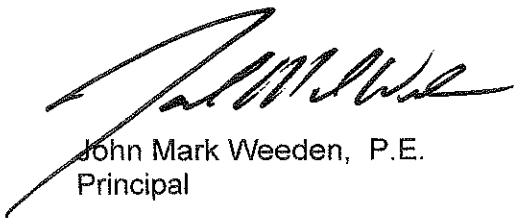
ELEVATED WATER STORAGE TANK REPAIR AND REPAINT (REBID)
CITY OF TUPELO
BID NO. 1501 WL

Following the receipt and opening of bids for the above captioned project we have checked and tabulated the bids. A copy of the Tabulation is enclosed along with the original bids.

The low bid for Contract A (South Green EST) and Add Alternate 1 Contract A (Mitchell EST SCADA) was submitted by Stephens TPS, Inc. of Lorman, MS in the amount of \$279,400.00

The low bid for Contract B (Broadway Street EST) was submitted by Robinson & Sons Construction Services, Inc. Of Haleyville, AL in the amount of \$236,800.00.

Please advise if you have any concerns.



John Mark Weeden, P.E.
Principal

Copy to Mayor Jason Shelton, City of Tupelo, P.O. Box 1485, Tupelo, MS 38802
 Stephens TPS, Inc. 2057 Phillips Road, Lorman, MS 39096
 Robinson & Sons Construction Services, Inc. 80 5th Street, Haleyville, AL 35565

COOK COGGIN ENGINEERS, INC.

TABULATION OF BIDS
ELEVATED WATER STORAGE TANK REPAIR AND REPAINT
CITY OF TUPELO
CCE # 3-09385



June 14, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804				#21759 Stephens TPS, Inc. 2057 Phillips Road Lorman, MS 39096		#13501 Diamond Enterprise, Inc. P.O. Box 1009 Gloster, MS 39638		#10927 Robinson & Sons Construction Services, Inc. 80 5th Ave., Haleyville, AL 35565	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
CONTRACT A									
SOUTH GREEN ELEVATED WATER STORAGE TANK									
1	Repair & Repaint a 250,000 Gal. Welded Steel Elevated Water Storage Tank & Foundations	1	L.S.	\$ 238,600.00	\$ 238,600.00	\$ 279,800.00	\$ 279,800.00	\$ 310,000.00	\$ 310,000.00
2	Pit Welding	15	SqFt	\$ 20.00	\$ 300.00	\$ 20.00	\$ 300.00	\$ 100.00	\$ 1,500.00
3	Seam Welding	100	LinFt	\$ 50.00	\$ 5,000.00	\$ 30.00	\$ 3,000.00	\$ 40.00	\$ 4,000.00
4	Seam Caulking	220	LinFt	\$ 5.00	\$ 1,100.00	\$ 4.00	\$ 880.00	\$ 5.00	\$ 1,100.00
5	Instrumentation and Automation/SCADA	1	L.S.	\$ 17,000.00	\$ 17,000.00	\$ 22,762.00	\$ 22,762.00	\$ 22,000.00	\$ 22,000.00
CONTRACT A SUBTOTAL					\$ 262,000.00		\$ 306,742.00		\$ 338,600.00
ADD ALTERNATE 1 CONTRACT A (MITCHELL ROAD EWST)									
6	Instrumentation and Automation/SCADA	1	L.S.	\$ 17,400.00	\$ 17,400.00	\$ 20,621.00	\$ 20,621.00	\$ 24,000.00	\$ 24,000.00
ADD ALTERNATE 1 SUBTOTAL					\$ 17,400.00		\$ 20,621.00		\$ 24,000.00
CONTRACT A + ADD ALTERNATE 1 BASE BID TOTAL					\$ 279,400.00		\$ 327,363.00		\$ 362,600.00
CONTRACT B									
BROADWAY STREET ELEVATED WATER STORAGE TANK									
7	Repair & Repaint a 100,000 Gal. Welded Steel Ground Water Storage Tank & Foundations	1	L.S.		\$ -	\$ 223,800.00	\$ 223,800.00	\$ 210,000.00	\$ 210,000.00
8	Pit Welding	15	SqFt		\$ -	\$ 20.00	\$ 300.00	\$ 100.00	\$ 1,500.00
9	Seam Welding	50	LinFt		\$ -	\$ 30.00	\$ 1,500.00	\$ 40.00	\$ 2,000.00
10	Seam Caulking	260	LinFt		\$ -	\$ 4.00	\$ 1,040.00	\$ 5.00	\$ 1,300.00
11	Instrumentation and Automation/SCADA	1	L.S.			\$ 22,762.00	\$ 22,762.00	\$ 22,000.00	\$ 22,000.00
CONTRACT B BASE BID TOTAL					NO BID FOR B		\$ 249,402.00		\$ 236,800.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B					NO BID FOR B		\$ 556,144.00		\$ 575,400.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B + ADD ALTERNATE 1					NO BID FOR B		\$ 576,765.00		\$ 599,400.00

TABULATION OF BIDS
ELEVATED WATER STORAGE TANK REPAIR AND REPAINT
CITY OF TUPELO
CCE # 3-09385



June 14, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804				#11406 Tank Pro, Inc. 5500 Watermelon Road Northport, AL 35473		#11498 Utility Service Co., Inc. P.O. Box 1350 Perry, GA 31069		#14505 Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
CONTRACT A									
SOUTH GREEN ELEVATED WATER STORAGE TANK									
1	Repair & Repaint a 250,000 Gal. Welded Steel Elevated Water Storage Tank & Foundations	1	L.S.	\$ 301,221.00	\$ 301,221.00	\$ 328,700.00	\$ 328,700.00	\$ 334,793.00	\$ 334,793.00
2	Pit Welding	15	SqFt	\$ 100.00	\$ 1,500.00	\$ 60.00	\$ 900.00	\$ 55.00	\$ 825.00
3	Seam Welding	100	LinFt	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00
4	Seam Caulking	220	LinFt	\$ 8.00	\$ 1,760.00	\$ 20.00	\$ 4,400.00	\$ 10.00	\$ 2,200.00
5	Instrumentation and Automation/SCADA	1	L.S.	\$ 17,052.00	\$ 17,052.00	\$ 19,900.00	\$ 19,900.00	\$ 17,000.00	\$ 17,000.00
CONTRACT A SUBTOTAL					\$ 324,533.00		\$ 356,900.00		\$ 357,318.00
ADD ALTERNATE 1 CONTRACT A (MITCHELL ROAD EWST)									
6	Instrumentation and Automation/SCADA	1	L.S.	\$ 17,453.00	\$ 17,453.00	\$ 23,000.00	\$ 23,000.00	\$ 18,500.00	\$ 18,500.00
ADD ALTERNATE 1 SUBTOTAL					\$ 17,453.00		\$ 23,000.00		\$ 18,500.00
CONTRACT A + ADD ALTERNATE 1 BASE BID TOTAL					\$ 341,986.00		\$ 379,900.00		\$ 375,818.00
CONTRACT B									
BROADWAY STREET ELEVATED WATER STORAGE TANK									
7	Repair & Repaint a 100,000 Gal. Welded Steel Ground Water Storage Tank & Foundations	1	L.S.	\$ 242,423.00	\$ 242,423.00	\$ 211,800.00	\$ 211,800.00	\$ 256,187.00	\$ 256,187.00
8	Pit Welding	15	SqFt	\$ 100.00	\$ 1,500.00	\$ 60.00	\$ 900.00	\$ 55.00	\$ 825.00
9	Seam Welding	50	LinFt	\$ 35.00	\$ 1,750.00	\$ 30.00	\$ 1,500.00	\$ 25.00	\$ 1,250.00
10	Seam Caulking	260	LinFt	\$ 8.00	\$ 2,080.00	\$ 20.00	\$ 5,200.00	\$ 15.00	\$ 3,900.00
11	Instrumentation and Automation/SCADA	1	L.S.	\$ 16,500.00	\$ 16,500.00	\$ 19,900.00	\$ 19,900.00	\$ 17,000.00	\$ 17,000.00
CONTRACT B BASE BID TOTAL					\$ 264,253.00		\$ 239,300.00		\$ 279,162.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B					\$ 588,786.00		\$ 596,200.00		\$ 636,480.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B + ADD ALTERNATE 1					\$ 606,239.00		\$ 619,200.00		\$ 654,980.00

TABULATION OF BIDS
ELEVATED WATER STORAGE TANK REPAIR AND REPAINT
CITY OF TUPELO
CCE # 3-09385

CCE CONSULTANTS
COOK COBBIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

June 14, 2018 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804				#21994 Southern Road & Bridge, LLC 715 Wesley Ave Tarpon Springs, FL 34689	
Item No.	Item	Quantity	Unit	Unit Price	Amount
CONTRACT A					
SOUTH GREEN ELEVATED WATER STORAGE TANK					
1	Repair & Repaint a 250,000 Gal. Welded Steel Elevated Water Storage Tank & Foundations	1	L.S.	\$ 335,000.00	\$ 335,000.00
2	Pit Welding	15	SqFt	\$ 300.00	\$ 4,500.00
3	Seam Welding	100	LinFt	\$ 50.00	\$ 5,000.00
4	Seam Caulking	220	LinFt	\$ 20.00	\$ 4,400.00
5	Instrumentation and Automation/SCADA	1	L.S.	\$ 60,000.00	\$ 60,000.00
CONTRACT A SUBTOTAL					\$ 408,900.00
ADD ALTERNATE 1 CONTRACT A (MITCHELL ROAD EWST)					
6	Instrumentation and Automation/SCADA	1	L.S.	\$ 60,000.00	\$ 60,000.00
ADD ALTERNATE 1 SUBTOTAL					\$ 60,000.00
CONTRACT A + ADD ALTERNATE 1 BASE BID TOTAL					\$ 468,900.00
CONTRACT B					
BROADWAY STREET ELEVATED WATER STORAGE TANK					
7	Repair & Repaint a 100,000 Gal. Welded Steel Ground Water Storage Tank & Foundations	1	L.S.	\$ 210,000.00	\$ 210,000.00
8	Pit Welding	15	SqFt	\$ 300.00	\$ 4,500.00
9	Seam Welding	50	LinFt	\$ 50.00	\$ 2,500.00
10	Seam Caulking	260	LinFt	\$ 20.00	\$ 5,200.00
11	Instrumentation and Automation/SCADA	1	L.S.	\$ 60,000.00	\$ 60,000.00
CONTRACT B BASE BID TOTAL					\$ 282,200.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B					\$ 691,100.00
TOTAL BASE BID FOR CONTRACT A + CONTRACT B + ADD ALTERNATE 1					\$ 751,100.00